

## CLIENT SERVICE AGREEMENT- For Minor Clients

This service agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_, is between \_\_\_\_\_ (Parent or Legal Guardian) of \_\_\_\_\_ (the minor “Client”) and The PANG Collaborative PLLC for liaison and advocacy services in medical and behavioral healthcare. The purpose of this agreement is to document and explain the scope of service, limitations, pricing and payment, record retention, confidentiality, termination policies, mandated reporting (duty to report), limitation of liability, and dispute resolution.

**Services:** The services provided are intended to serve you in an advocacy and liaison capacity. This may include, but is not limited to, medical chart reviews, attending doctor appointments, advocating at the bedside or over the phone while you are in a healthcare setting, coordinating care with multiple healthcare entities, creating documents to help organize your healthcare information, referral to another entity that can provide the appropriate assistance, etc. There may be occasions when outside consultation is needed for further assistance with your healthcare situation. Should this arise, The PANG Collaborative will obtain your consent prior to speaking with the chosen entity about your situation.

### Limitations

- The PANG Collaborative does NOT offer diagnosis or treatment, clinical therapy or counseling services.
- The PANG Collaborative is NOT a health care provider.
- The PANG Collaborative will NOT be a witness should it be called as one in a legal proceeding, unless the request is made as required by a court of law.

### Pricing and Payment

**a. Rates, Fees, and Packages:** Please read the attached “Rates, Fees, and Packages” sheet outlining the details of services pricing in FULL before signing this agreement.

**b. Document packages:** Prepared documents that contain your organized healthcare information may be purchased as individual documents or in document packages. Refer to the Rates, Fees, and Packages sheet for more details.

**c. Payments:** Payments are due prior to services being rendered with the exception of the Initial Assessment which is due at the time of the assessment meeting. You will be sent itemized invoices summarizing the time used toward your retainer fee that was paid upfront. You must request how often you prefer to receive these itemized invoices below. Payments can be made via PayPal (paypal.me/pangcollaborative).

I would like to receive an itemized invoice \_\_\_\_weekly \_\_\_\_biweekly \_\_\_\_monthly. (Initial one)

**d. Refunds:** The parent or legal guardian will be returned unused funds at the time of termination (Also see Termination section).



**Record Retention:** The PANG Collaborative creates Client records for notetaking and personalizing services. A copy your Client record can be requested at any time in writing by the parent or legal guardian. There is a nominal fee of \$0.20 per page to fulfill your request. The PANG Collaborative will retain your client record for 10 years following the termination of your service agreement.

**Confidentiality:** Confidential information refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known. The PANG Collaborative agrees that it will not disclose, report or use, for any purpose, any confidential information which it has obtained, except as authorized by the parent or legal guardian or if it falls under the Duty to Report (see Duty to Report Disclosure section). All written and oral information and materials disclosed or provided by the Client to The PANG Collaborative under this agreement is considered confidential regardless of whether it was provided before or after the date of this agreement.

**Termination Policy:** The parent or legal guardian has the right to terminate this agreement and its services at any time. This termination must be done in writing and the date it is received by the PANG Collaborative will be the official date of termination. At that time, if there are any unused funds from the Client's retainer fee, they will be refunded to the parent or legal guardian.

In turn, the PANG Collaborative also has the right to terminate a client agreement at any time. Reasons for termination may include, but are not limited to, repeated cancellations of appointments, aggressive and threatening behavior, repeatedly delinquent payments, etc. The termination will be submitted to the parent or legal guardian in writing and a refund, for any unused funds from the Client's retainer fees, will be processed.

**Duty to Report Disclosure:** As a licensed professional(s), the PANG Collaborative may be obligated by law to report indications of self-harm and harm to others under certain circumstances, especially for minors and vulnerable adults. (For more information, please refer to Arizona statutes 13-3620 and 46-454 respectfully). This statement is not to deter you from being open and honest in our communication with you, but to make you aware our goal to keep you and our community safe.

**Limitation of Liability:** Notwithstanding anything written herein to the contrary, the parent or legal guardian and the PANG Collaborative acknowledge and agree that the PANG Collaborative will not be liable for the outcomes of other entities involved with the coordination of your medical and/or behavioral healthcare, or any losses or damages as a result of said outcomes. We strive to assist you in reaching your healthcare goals and must collaborate with others in order to do so. Even with our best efforts, there may be times when the outcomes are not favorable. The PANG Collaborative will not be held responsible for negative or unfavorable outcomes.

Additionally, the parent or legal guardian is agreeing that the liability of the PANG Collaborative, its owners, agents, and employees in connection with any services rendered to the client resulting from any negligence or error of the PANG Collaborative, its owners, agents, and employees is limited to the client



service fees actually paid by the parent or legal guardian to the PANG Collaborative excluding the assessment fee.

### **Provisions for Minor Client**

The PANG Collaborative will only have authority to work and communicate with the Client's legal guardian or a parent who has decision-making authority over the child. A copy of legal guardianship paperwork will be provided to the PANG Collaborative as means of proof of the legal decision-maker and authority for the Client.

**Dispute Resolution:** In the event that the parent or legal guardian becomes dissatisfied or disputes the terms detailed in this agreement, the parent or legal guardian shall notify the PANG Collaborative in writing explaining the reason(s) for dissatisfaction, any event(s) that contributed to this dissatisfaction, and any requested resolution. The PANG Collaborative will have 30 days to respond in writing from the date the dispute letter was received. If the PANG Collaborative requires additional time to properly review the contents of the letter, it will notify the parent or legal guardian in writing of the estimated additional time needed to provide a final response. If the parent or legal guardian remains dissatisfied with the final response, the parent or legal guardian agrees to arbitration of the matter as a means of appeal.

This contract contains the entire agreement of the parties with respect to the subject matter of the contract. This contract supersedes any prior written or oral agreements, understandings, or negotiations. It can only be amended through a formal written document by all parties. If any part of this contract becomes unenforceable by the court of law, the other parts of this contract shall remain enforceable. In addition, this agreement/contract is governed under Arizona state law.

### **Signature of Agreement**

By signing this Client Service Agreement:

- you understand and are in agreement with all policies and terms explained above.
- you read and agree to service pricing as detailed in the Rates, Fees, and Packages sheet.
- you are giving the PANG Collaborative permission to advocate on your behalf in medical and/or behavioral health matters (see Limitations for exceptions).
- you are giving the PANG Collaborative permission to be a liaison for your medical and/or behavioral health matters.

\_\_\_\_\_  
Legal Guardian or Legal Representative's Signature

\_\_\_\_\_  
Legal Guardian or Legal Representative's Printed Name

*Please note: Legal representatives must attach copies of authorization to act on the client's behalf as required by law. For example, healthcare power of attorney, legal guardianship, legal decision-maker, living will, birth certificate (children under 18 only) or healthcare surrogate.*



*Advocating with Aloha*  
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